BRUHAT BENGALURU MAHANAGARA PALIKE

REQUEST FOR PROPOSALS

Short Term TenderFor Supply of Chemicals to Control Odour and Flies inDoddabidarakallu MSW Processing Plant, Bengaluru- Call 2

Officeof the Executive Engineer,
BBMP DASARAHALLI ZONE
BANGALORE – 560 073

BRUHATH BENGALURU MAHANAGARA PALIKE

Dasarahalli Division, MEI Layput Bagalagunte, Hesaraghatta road, Nagasandra post

Bengaluru-560073

Tender Notification No: BBMP/EE/DZ/Tend-23/2023-24 Office of the Executive Engineer,
Dated:21-02-2024

INVITATION FOR TENDER (IFT)- Call 2
(Short Term Tender Notification)
TWO COVER TENDER
(Through GOK e-Procurement Portal only)

1. The Executive Engineer, Dasarahalli division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The Tenderers may submit tenders for works given in the table through KPP portal of the Government of Karnataka (https://kppp.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract
2. Tender document may be downloaded from the e-procurement portal of the Government of Karnataka from 14.03.2024
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.
4. Tenders must be submitted online through KPP portal on or before 16.00 hours on 22.03.2024 and the opening of tenders will be as per the KPP portal guidelines.
5. Other details can be seen in the tender documents.

TABLE

Sl. No.	W.No	Name of Work	Amount Put to tender (Rs. In Lakhs)	EMD Amount (Rs. In Lakhs)	Cost of Tender form in Rs.	Period of Completion from the date of work order	Category
1	DZ	Supply of Chemicals	36.25	0.73	As per	365 Days	Two Cover

		(Malathion, Crux Thiamethoxam 25% WG Broad spectrum Insectiside, Premises Imidacloprid 30.5%, Lethal Chlorpyriphes 20% EC, Saphaer- Propoxare 20% EC, & Champa Agarabathi Compound) to control Odour and Flies in Doddabidarakallu MSW Processing Plant, Bengaluru- Call 2			KPP portal		System

NOTE :

1. Pre bid for 2 cover tender meeting will be held on 18.03.2024 @ 11.30 AM hours in the office of the Chief Engineer, Dasarahalli Zone, MEI Layout, Bagalagunte, Bangalore-560073. to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Executive Engineer, Dasarahalli Division, BBMP on 26.03.2024 @ 16.30 hours.
3. Financial Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Executive Engineer, Dasarahalli Division, BBMP on 27.03.2024 @ 16.30 hours. (If Possible)
4. Aspiring Bidders/contractors who have not registered in KPP Portal should register before participating through the website https://kppp.karnataka.gov.in.
5. Before submission of online bids, bidders must ensure that scanned copies necessary of all the documents have been attached with bid.
6. All the required information required for Bids must be filled and submit online.
7. BBMP has rights to accept/reject the tenders.
8. For details, registration and e-payment visit GoK KPP Portal website https://kppp.karnataka.gov.in or contact KPPP Helpdesk +91-8068948777
9. This tender notice can also be seen on the BBMP. Website www.bbmp.gov.in

10. Any Corrigendum /Addendum / Modification will be notified only in the Notice Board of the Undersigned & also KPP portal.
11. The bidder furnish all documents as per tender document
12. GST shall be paid to the tendered amount separately by the employer
13. All the required information required for Bids must be filled and submitted online only

Sd/-
Executive Engineer,
Dasarahalli Division,
BBMP Bangalore-73.

Copy Submitted to the :

1. The Honb'le Administrator, BBMP, Bengaluru.
2. The Chief Commissioner, BBMP, Bengaluru.
3. The Zonal Commissioner, BBMP, Dasarahalli, Bengaluru.
4. The Special Commissioner (Project / Finance/SWM), BBMP, Bengaluru.
5. The Engineer-in-Chief, BBMP, Bengaluru.
6. The Joint Commissioner, BBMP, Dasarahalli, Bengaluru.
7. The Chief Engineer / Superintending Engineer, BBMP, Dasarahalli, Bengaluru.
8. CAO/ Chief Auditor, BBMP, Bengaluru.
9. I.T Advisor with a request to publish in the BBMP website.
10. PRO, BBMP, Bengaluru with a request to take need full action to publish the same in any two leading daily news papers in Kannada and English.
11. Notice Board/Office Copy.

Sd/-
Executive Engineer,
Dasarahalli Division,
BBMP Bangalore-73.

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SECTION I: INSTRUCTIONS TO TENDERERS

INTRODUCTION

Bruhat Bengaluru Mahanagara Palike (BBMP) is Urban Local Body (ULB) that is responsible for the administration of the Bengaluru City region. BBMP is the fourth largest Municipal Corporation in India that is responsible for overall civic and infrastructural assets of Bengaluru. It is run by the city council and represents the third level of government. BBMP serves an approximate area of 825 sq. kms, and has an approximate population of 13 million and comprised of 8 zones with 198 wards.

The Bruhat Bengaluru Mahanagara Palike (BBMP)Bengaluru generates about 4000-4200 tons of Solid Waste daily. (Excluding bulk waste) BBMP carries out collection, street sweeping, transportation, processing and disposal of Municipal Solid Waste from generators, by door-to-door

collection system for waste which is then transported to the respective processing facilities based on the stream. Reject and inert waste is sent to the landfill.

For street sweeping of the major roads and minimal roads by the Pourakarmika's the Chemicals to control Odor and Flies are most essentials for cleaning of roads public places, the gang works equipment's required and disinfectant the garbage dump works Chemicals to control Odour and Flies providing also been carried out.

CONTENTS OF BIDDING DOCUMENT

Scope of Bid

Supply of Chemicals to Control Odour and Flies in Doddabidarakallu MSW Processing Plant, Bengaluru.

Payments

Payments by the BBMP will be made in accordance with section IV GCC and will be subjected in all respects to the terms and conditions of the Agreement. No party other than the supplier shall derive any rights from the Agreement.

Corrupt and Fraudulent Practices

The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

Defines for the purposes of this provision, the terms set forth as follows:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract.2.1 **Minimum** eligibility criteria for participation in the bids are: -

Tenderers should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

Eligible Bidders

A Bidder must be manufacturer or Consortium Company with manufacturer/authorized dealer as lead member or authorized dealer of the company manufacturing (Chemicals to control Odour and Flies).

BBMP considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under **Corrupt and Fraudulent Practices**. In pursuance of these bidders, suppliers, and contractors observe the highest standard of ethics. BBMP will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.' A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- Have controlling shareholders in common; or
- Receive or have received any direct or indirect subsidy from any of them; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of BBMP regarding this bidding process; or
- A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will

result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".

- The value of single largest contract at a unit should not be less than 18.20 Lakhs per annum on a daily operation.

- Prior experience of services to Government, PSUs will be an added advantage

- Tenders should be accompanied by copies of Income Tax and GST Returns Challens for the last 3 years i.e.,2019-20, 2020-21 & 2021-22 Attested certified Copy of the Chartered Accountant.

4.2.1. The Bidder should submit a Power of Attorney as per the format at Annexure-8, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at **Annexure-9.**

4.2.2. In case the Bidder is a Consortium, it shall, comply with the following requirements:

(a) Number of members in a Consortium shall not exceed 2 (two);

(b) Members of the Consortium shall nominate Manufacturer/Authorized supplier as one member as the lead member (the “Lead Member”), the Bid should contain the information required for each member of the Consortium;

(c) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at **Annexure-9**, signed by the other member of the Consortium;

(d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and fabrication obligations;

(e) An individual Bidder cannot at the same time be member of a Consortium applying for bid Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the bid;

(f) Members of the Consortium shall enter into a binding Memorandum of Understanding (the "Memorandum of Understanding" or "MoU"), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Package and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:

i. Convey the intent of the members of the Consortium to enter into the Agreement in case the bid is awarded to the Consortium;
ii. The Lead Member would enter into the Agreement with BBMP on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement;
iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the bid.

(g) MoU entered into, between the members of the Consortium shall be specific to the project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.

(h) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

(i) A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.

(j) In computing the Technical and Financial Capacity of the Bidder under Section III, the Technical and Financial Capacity of the Bidder(s)/Members of consortium would be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

(k) The following conditions shall be adhered to while submitting the Bid:

I. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

II. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

III. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (Three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

(l) **Change in Consortium**

The Authority restricts a change in control of a Consortium; the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and after signing of the Agreement. In the event of change in Consortium, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the

Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Eligible Chemicals to control Odour and Flies

For purposes of this Clause, the term "equipment's" includes commodities, raw material, machinery, equipment, vehicles etc.; and "related services" includes services such as transit insurance, training drivers, fabrication, stickering and providing mike system.

If a Bidder that does not manufacture or produce the Goods it offers to supply, he shall submit the Manufacturer's Authorization to demonstrate that he has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.

Clarification of Bidding Documents

Prospective Bidders requiring any clarification of the Bidding documents may write queries and upload in the e-procurement Portal or communicate to the O/o Executive Engineer, Dasarahalli Zone, MEI Layout, Nagasandra post Bengaluru-560073. The Purchaser will respond to any request for clarification of the tender documents which it receives before Prebid meeting and the same shall be uploaded in e portal.

BBMP is not responsible for the completeness of the Bidding Document and its addenda, if they were not issued directly from BBMP.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

Amendment of Tender documents

Before the deadline for submission of tenders, the BBMP may modify the bidding documents by issuing addendum.

Any addendum thus issued shall be part of the tender documents and shall be communicated through e-procurement website. And will be binding on them.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their tenders, the BBMP shall extend as necessary the deadline for submission of tenders.

PREPARATION OF TENDERS

Cost of Bidding

The Bidders shall be accompanied by Bid processing fee for the specified amount mentioned in the e-procurement portal. The supplier/manufacturer can pay the Bid processing fee in the e-procurement portal using any of the following payment modes.

- Credit card
- Direct debit
- National Electronic Fund Transfer (NEFT)
- Over the counter (OTC)

For details, registration and e-payment, visit GOK e-Procurement website https://eproc.karnataka.gov.in

Language of Tender

The bid prepared by the Bidder as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Purchaser, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

Documents Comprising the BID

Deleted.

Technical Proposals will be opened online at https://eproc.karnataka.gov.in the specified address, date and time. The Price Proposals shall remain sealed and will be held in custody on online portal. The Technical Proposals will be evaluated. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Technical Proposals, which does not conform, to the specified requirements will be rejected as deficient Bids.

Price Proposals of technically qualified Bidders will be opened online as per key dates at the specified date and time. The Price Proposals will be evaluated and the Contract will be awarded to the Bidder who's Bid has been determined to be the lowest evaluated substantially responsive Bid.

The Technical Proposal shall contain the following:

- Technical Proposal Submission Sheet;
- Written confirmation authorizing the signatory of the Bid.
- Documentary evidence establishing the Bidder's eligibility to bid.
- Documentary evidence that the Chemicals to control Odour and Fliesconform to the Bidding Document;
- Information in Appendix's of Technical proposal Submission Sheet
- Documentary evidence establishing the Bidder's qualifications to perform the contract.
- Manufacturer's authorization if applicable
- Memorandum of Understanding in case of Consortium.
- Any other document required as per the Bid Data Sheet and Tender.

The Price Proposal shall contain the following:

Price Proposal Submission Sheet filled online only.

Bid Submission Sheets and Price Schedules

The Bidder shall submit the Technical Proposal and the Price Proposal online using the appropriate Submission Sheets furnished in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

The Bidder shall submit, as part of the Price Proposal, the Price Schedules for (Chemicals to control Odour and Flies), according to their origin as appropriate, using the forms furnished online

Alternative Bids

Alternative bids shall not be considered.

Bid Prices

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied.

The price to be quoted in the Price Proposal Submission format including any discounts offered.

The price of the goods quoted should be on the basis of delivery at BBMP including all customs duties and taxes, Entry tax, transportation, packaging, transit insurance, RTO registration of vehicles, service tax, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted. The price should also include 1 month training (Driver and DWCC operator) along with 1-year comprehensive maintenance of vehicles including consumables and parts. The price quoted should be inclusive of all for BBMP.

A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

Currencies of Bid

Bidprices shall be quoted in the Indian Rupees.

Documents Establishing the Eligibility of the Bidder

To establish their eligibility Bidders shall:

Complete the eligibility documents as required**.**

Documents Establishing the Eligibility of Chemicals to control Odour and Flies

To establish the eligibility of the Chemicals to control Odour and Flies, Bidders shall complete declarations in the Price Schedule Forms.

Documents Establishing the Conformity of the Goods to the Bidding Document

To establish the conformity of the Chemicals to control Odour and Fliesto the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidences.

The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Chemicals to control Odour and Flies, demonstrating substantial responsiveness of the Chemicals to control Odour and Fliesto those requirements.

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by Bidder in the Schedule of Supply, are intended to be descriptive only and not restrictive**.**

Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Evaluation and Qualification Criteria.

Period of Validity of Bids'

Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by BBMP. A Bid valid for a shorter period shall be rejected by BBMP as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, BBMP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. Earnest money deposit (EMD)

20. Earnest money deposit

20.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. EMD Amount shall be paid in the e – procurement portal using any of the following

- Credit Card.
- Direct Debit.

- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

20.2 **NEFT Payment Procedure**

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e., as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

20.3 OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e., as a pre requisite for Bid Submission.

20.4 EMD Amount shall be submitted by the Tenderer taking into account of the following
Conditions.

a. **EMD shall be accepted only in the form of Electronic Cash will be maintained in the Government's Central Pooling Account** at ICICI Bank until the Work is awarded

b. The Tenderer 's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

c. Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

20.5 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

20.6 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

20.7 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

20.8 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

Format and signing of Tender

All pages of the Bid shall be signed or initialed by the person signing the Bid. Bidder has to scan these original documents and upload at appropriate place on the online portal.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

SUBMISSION AND OPENING OF BIDS

22. Sealing and Marking of Bids

22.1. Deleted.

23. Deadline for Submission of Bids

23.1. Bids must be uploaded no later than the date and time indicated in online notice at the online portal.

23.2. BBMP may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document as addenda, in which case all rights and obligations of BBMP and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1. Online portal shall not allow the bidder to bid after the specified time and hence bidders should take extra care of the timings of the bid submission.

25. Withdrawal, Substitution, and Modification of Bids

1.1 On the online portal bidders are allowed to withdraw, substitute, or modify its Bid before the final submission time. A Bidder will not be allowed to withdraw, substitute, or modify its Bid after the scheduled submission time.

26. Bid Opening

26.1. The technical proposal will be opened online as well as hard copy as per schedule time and date and Price proposal of only technically qualified bidders shall be opened.

26.2. Price proposals will be opened online only.

EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

27.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

27.2. Any attempt by a Bidder to influence BBMP in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28. Clarification of Bids

28.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, BBMP may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by BBMP shall not be considered. BBMP request for clarification and the response shall be in writing or through e-mail. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

29. Responsiveness of Technical Proposal

29.1. BBMP determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

29.2. A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a. Affects in any substantial way the scope, quality, or performance of the Chemicals to control Odour and Fliesspecified in the Contract; or

b. Limits in any substantial way, inconsistent with the Bidding Document, BBMP rights or the Bidder's obligations under the Contract; or

c. If rectified would unfairly affect the competitive position of other Bidders presenting

d. Substantially responsive Technical Proposals

30. Non conformities, Errors, and Omissions

30.1. Provided that a Technical Proposal is substantially responsive, BBMP may request that the Bidder submit the necessary information or documentation, within a reasonable of Price Proposals on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

- If there is an error in a total corresponding to the addition or subtraction of subtotals, the individual item rate shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

31. Preliminary Examination of Bids

31.1. BBMP shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been uploaded on online portal, and to determine the completeness of each document submitted.

31.2. BBMP shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing in the uploaded documents on the online portal, the offer shall be rejected.

- Technical Proposal Submission Sheet.
- Written confirmation of authorization to commit the bidder.
- Earnest Money Deposit (EMD) declaration form.
- Manufacturer's Authorization, if applicable.

32. Examination of Terms and Conditions; Technical Evaluation

32.1. BBMP shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.

32.2. BBMP shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

32.3. If, after the examination of the terms and conditions and the technical evaluation, BBMP determines that the Technical Proposal is not substantially responsive it shall reject the Bid.

33. Right to Accept Any Bid, and to reject any or All Bids

33.1. BBMP reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

AWARD OF CONTRACT

34. Award Criteria

34.1. BBMP shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

35. Right to Vary Quantities at Time of Award

35.1. At the time the Contract is awarded, BBMP reserves the right to increase or decrease the quantity of Chemicals to control Odour and Fliesoriginally specified in Bid document, provided this does not exceed the 25 percentage, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document**.**

36. Notification of Award

36.1. Prior to the expiration of the period of bid validity, BBMP shall notify the successful Bidder, in writing, that its Bid has been accepted.

36.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

37. Signing of Contract

37.1. Promptly after notification, BBMP shall send to the successful Bidder the Agreement.

37.2. Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign and return it to BBMP.

38. Performance Security

38.1. Within Fifteen (15) days of the receipt of notification of award from BBMP, the successful Bidder shall furnish the Performance Security equal to 3% of the contract price / work order value.

38.2. Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event BBMP may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by BBMP to be qualified to perform the Contract satisfactorily.

A. INTRODUCTION	
1.	Executive Engineer, Dasarahalli Zone on behalf of Commissioner BBMP hereby invites sealed bids from competent bidders for the following tenders: **Package–2**:Supply of Chemicals to control Odour and Flies in Doddabidarakallu MSW Processing Plant.
B. BIDDING DOCUMENT	
2.	All correspondence, collection and submission of Bidding document is to be made to the O/o Executive Engineer, Dasarahalli Zone, BBMP
	Clarification may be obtained prior the pre-bid meeting as per the schedule
C. PREPARATION OF BIDS	
3.	The language of the Bid is English Response to the bids in English
4.	Alternative Bids are not permitted
5.	The prices quoted by the Bidder shall be: fixed
6.	The currency of the Bid shall be: Indian rupees.
7.	The bid validity period shall be 180 days.
8.	Bidder may contact the officials at BBMP to get any other information about the specifications required
D. SUBMISSION AND OPENING OF BIDS	
9.	Online Bid is to be submitted by one bidder. Technical and financial bid should be submitted online only
10.	The written confirmation of Authorization of manufacture to sign.
E. EVALUATION, AND COMPARISON OF BIDS	
11.	Bidders are allowed to quote price in Indian Rupees only.
F. AWARD OF CONTRACT	

12.	BBMP shall award the Contract to the Bidder whose offer has been determined to be the lowest and is substantially responsive to the Bidding Document.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

EVALUATION CRITERIA

BBMP will evaluate and compare bids on the basis of price quoted by the eligible bidders to arrive at the least cost.

Technical Criteria

The minimum technical level of the Chemicals to control Odour and Flies offered by the Supplier shall comply with the minimum acceptable level and specification for each criteria enumerated in the Schedule of Supply.

The non-compliance of the minimum acceptable criteria shall make the Supplier's bid as non-substantive. Whenever possible, these criteria will be evaluated on a pass-fail basis.

Economic Criteria

Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment are not permitted.

Adjustment for Deviations in the Delivery and Completion Schedule. The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule. Bids offering delivery schedules beyond stipulated completion period shall be rejected.

Omissions or Missing Items:

The cost of omissions or missing items in the scope of supply, services, etc. would be not be considered. Bids offered for part scope of work from one lot shall be rejected.

Local Handling and Inland Transportation

Cost for inland transportation, transit insurance and other incidental costs for delivery of the goods shall be included in the PRICE. These

costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its bid, it will be considered as included in his bid price bid.

QUALIFICATION CRITERIA

Financial Criteria:

The Bidder's average turnover of any two (2) financial years of last five financial years shall be as following:

Sl.No.	Description of Chemicals to control Odour and Flies	Min Average Turnover of any2 years (Rs. in lakhs)
1	**Package–2**:Supply Chemicals to control Odour and Flies in Doddabidarakallu MSW Processing Plant.	**72.50**

The Bidder is to submit audited statements of accounts for the last five (5) years, along with its bid. The Bidder has to submit accounts and certified balance sheet certified by a registered chartered accountant supported by copies of tax returns or the last five (5) years, along with its bid. In the event that the BBMP in the Bidder's audited statement notes consistent losses or the risk of insolvency, the Bidder may be disqualified. Where necessary BBMP will make enquiries with the Bidder's Bankers.

1.2 In case of a Consortium, the combined Technical Capacity and Financial Capacity of the Lead Member and the other member of the Consortium will be considered.

1.3 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last financial year, preceding the year in which the Bid is made

Bidder type	Average Annual Turnover for past three years		
	Year 1	Year 2	Year 3
Single entity Bidder/ Lead Member			
Other Member of Consortium			

Total			

Experience Criteria

The Bidder shall submit the data and information along with the work order, completion certificate and reference on past performance etc. required to demonstrate that the Bidder meets the minimum criteria as per chart attached**.**

Sl.No.	Description of Chemicals to control Odour and Flies	The equipment manufacturer should be an ISO certified Company with manufacturing plant/full pledged service center with complete workshop facilities	Qualification and Experience Criteria Min. Supply in Last 3 years ending on the deadline for bid submission
1	Supply ofChemicals (**Malathion, Crux Thiamethoxam 25% WG Broad spectrum Insectiside, Premises Imidacloprid 30.5%, Lethal Chlorpyriphes 20% EC, Saphaer-Propoxare 20% EC, & Champa Agarabathi Compound)** to control Odour and Flies in Doddabidarakallu MSW Processing Plant, Bengaluru.	The Bidder should have the following minimum qualification criteria: - 1. The Bidders in case of manufacturer / Consortium with manufacturer as lead member or Authorized representative / Consortium with Authorized representative as lead member	7000 Ltrs
• Details should be furnished along with performance letter & PO copy. • The bidder is to certify that he will be able to demonstrate such min quantity of Chemicals to control Odour and Flies • If necessary, BBMP will inspect these Chemicals (to control Odour and Flies) to verify the claim of the bidders.			

- International experience shall be valid if relevant certificates are attached.

Has Office and service facilities in India and shall provide an undertaking that successful bidder shall either develop its own facility or authorize center at Bengaluru or 100km from Doddabidarakallu MSW Plant for day to day monitoring.

Should assure the ready availability in Bengaluru or 100km from Doddabidarakallu MSW Plant of the Materials of the proposed Chemicals.

SECTION IV - BIDDING FORMS
(On the Letterhead of the Concerned Agency)

A. TECHNICAL PROPOSAL SUBMISSION SHEET

Invitation for Bid No.: _____ Date: (Insert date)

To,
Executive Engineer,
Dasarahalli Zone,
MEI Layout, Hesaraghatta Main road
Bengaluru-560073

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addendum);

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following (Chemicals to control Odour and Flies):

Sl.No.	Description of Chemicals to control Odour and Flies
1	**Package–2**: Supply of Chemicals to control Odour and Flies in Doddabidarakallu MSW Processing Plant.

(c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 3 percent of the Contract Price for the due performance of the Contract.

(e) We are not participating, as Bidders, in more than one Bid in this bidding process.

(f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name (complete name of person signing the bid)

In the capacity of (legal capacity of person signing the bid)

Signed (signature of person)

Duly authorized to sign the Bid for and on behalf of (**name of bidder)**

Date (Insert date of signing).

B. (DETAILS OF TURNOVER)

Average Annual Turnover Proposal Submission Sheet		
Sl. No	**Year**	**Turnover (Indian Rupees)**
1	2019-20	
2	2020-21	
3	2021-22	

C. (DETAILS OF LITIGATION / ARBITRATION AND OTHER CLAIMS)

Sl. No	**Year**	**Name of the Employer**	**Matter of dispute**	**Disputed amount in Rs**	**Whether the award was for or against the firm or pending**

Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

D. MANUFACTURER'S AUTHORIZATION

Invitation for Bid No.: _____ Date: (Insert date)

To,
Executive Engineer,
Dasarahalli Zone,
MEI Layout, Hesaraghatta Main road
Bengaluru-560073

WHEREAS (Insert complete name of manufacturer) who are official manufacturers of (Insert type of goods manufactured) having factories at (Insert complete address of manufacturer) do hereby authorize (Insert complete name of bidder) to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us (insert name of goods) and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We have repair and service facilities in India and we shall either develop our own facility or authorize a service center at Bengaluru for day-to-day maintenance of equipment’s.

Name (complete name of person signing the security)

In the capacity of (legal capacity of the person signing the security)

Signed (signature)

Duly authorized to sign the Authorization for and on behalf of (complete name of manufacturer)

Date (Insert date of signing)

Note: -This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign the document that is binding on the manufacturer.

SECTION V - SCHEDULE OF SUPPLY

A. LIST OF Chemicals to control Odour and Flies

Sl.No.	Description of Chemicals to control Odour and Flies
1	**Package–2**:Supply ofChemicals (**Malathion, Crux Thiamethoxam 25% WG Broad spectrum Insectiside, Premises Imidacloprid 30.5%, Lethal Chlorpyriphes 20% EC, Saphaer-Propoxare 20% EC, & Champa Agarabathi Compound)** to control Odour and Flies in Doddabidarakallu MSW Processing Plant, Bengaluru

B. DELIVERY AND COMPLETION SCHEDULE:

The purpose of the delivery and completion schedule is to specify the delivery dates of the (Chemicals to control Odour and Flies). The delivery and completion schedule, as part of the schedule of supply constitute a contract document and, therefore it will be a part of the contract.

Sl.No.	Description of Chemicals to control Odour and Flies	Contract completion period
1	**Package–2**:Supply ofChemicals (**Malathion, Crux Thiamethoxam 25% WG Broad spectrum Insectiside, Premises Imidacloprid 30.5%, Lethal Chlorpyriphes 20% EC, Saphaer- Propoxare 20% EC, & Champa Agarabathi Compound)**to control Odour and Flies in Doddabidarakallu MSW Processing Plant, Bengaluru.	12 months

TECHNICAL/CHEMICAL COMPOSITION SPECIFICATIONS

C.1. The Chemicals to control Odour and Fliesshould include the following with detailed specificationsis as listed.

Sl No.	Description	Chemical Composition	Unit
1	Malathion	Malathion Tech – 52.8% w/w Emulsifer – 5 % w/w Stabilizer – 1.0 % w/w Polyoxy ethylene ether Aromex- 41.2 %	Ltrs
2	Crux Thiamethoxam 25% WG Broad spectrum Insectiside	Thiamethoxam 25% w/w Sodium Lignosulphate-5% w/w Sodium Layryl sulphate-3.75% w/w Plasticiser Butylated polyvinyl pyrrolidine-1.25% w/w	Kg

		carrier Diatomaceous earth- 5% w/w Binder corn Starch- 60% w/w	
3	Premises Imidacloprid 30.5%	Imidacloprid 30.5% M/M Ethoxylated derivative of styrylated phenols- 1.5% M/M Ethoxylated Polymethacrylate in propylene glycol and water- 4.5% M/M Trihydroxy propane- 10% M/M Xanthane Gum 13.0% M/M Phenyl methoxy methanol- 1 % Blend of methyl isothiozolone-1%	Ltrs
4	Lethal Chlorpyriphes 20% EC	Chlorpyriphes Technical- 21.5% w/w Emulsifiers- 6% w/w Solvent(Aromex)-72.5%	Ltrs
5	Saphaer (Propoxare 20% EC)	Propoxur- 20% EC w/w Emulsifer - 20% w/w Dimethyl Formamide - 12% w/w Monochloro Benzene - 48% w/w	Ltrs
6	Champa Agarabathi Compound	Champa ST Perfumary compound composition, mixture of Aromatic chemicals and essential oils.	Ltrs

C.2. The Chemicals to control Odour and Fliesshould include the following with requirement per year is as listed.

Sl. No	Description of items	Chemical Composition	unit	Qty required per month	Qty required per year
1	Malathion	Malathion Tech – 52.8% w/w Emulsifer – 5 % w/w Stabilizer – 1.0 % w/w Polyoxy ethylene ether Aromex- 41.2 %	Ltrs	80	960
2	Crux Thiamethoxam 25% WG Broad spectrum Insectiside	Thiamethoxam 25% w/w Sodium Lignosulphate-5% w/w Sodium Layryl sulphate-3.75% w/w Plasticiser Butylated polyvinyl pyrrolidine-1.25% w/w carrier Diatomaceous earth- 5% w/w Binder corn Starch- 60% w/w	Kg	01	12
3	Premises Imidacloprid 30.5%	Imidacloprid 30.5% M/M Ethoxylated derivative of styrylated phenols- 1.5% M/M Ethoxylated Polymethacrylate in propylene glycol and water- 4.5% M/M Trihydroxy propane- 10% M/M Xanthane Gum 13.0% M/M	Ltrs	10	120

		Phenyl methoxy methanol- 1 % Blend of methyl isothiozolone-1%			
4	Lethal Chlorpyriphes 20% EC	Chlorpyriphes Technical- 21.5% w/w Emulsifiers- 6% w/w Solvent(Aromex)-72.5%	Ltrs	60	720
5	Saphaer (Propoxare 20% EC)	Propoxur - 20% EC w/w Emulsifer - 20% w/w Dimethyl Formamide - 12% w/w Monochloro Benzene - 48% w/w	Ltrs	25	300
6	Champa Agarabathi Compound	Champa ST Perfumary compound composition, mixture of Aromatic chemicals and essential oils.	Ltrs	20	240

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

a) "Contract" means the Agreement entered into between BBMP and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means calendar day.

e) "Delivery" means the transfer of the Goods from the Supplier to BBMP in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

g) "GCC" mean the General Conditions of Contract.

h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to BBMP under Contract.

i) "Purchaser" means BBMP purchasing the (Chemicals to control Odour and Flies).

j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training (operator and driver during maintenance period (7 years)) and maintenance and other similar obligations of the Supplier under the Contract.

k) "SCC" means the Special Conditions of Contract.

l) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by BBMP and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

m) "Successful Bidder" means the Manufacturer /Authorized dealer or a consortium company or a combination of the above, whose bid to perform the Contract has been accepted by BBMP and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Successful bidder.

2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

The Government requires that Bidder/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a) Defines for the purposes of this provision, the terms set forth as follows:

i “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-

competitive levels and to deprive the Government of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract.**2.1 Minimum** eligibility criteria for participation in the bids are: -

Bidders should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of bids

4. Interpretation

I. If the context so requires it, singular means plural and vice versa.

II. **Entire Agreement**

The Contract constitutes the entire agreement between BBMP and the SupplierandSupersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

III. **Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized Representative of each party thereto.

IV. **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or Unenforceable, such prohibition, invalidity or unenforceability shall not affect the Validity or enforceability of any other provisions and conditions of the Contract.

5. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and BBMP, shall be written in English or Hindi language. Supporting documents and printed literature

that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Hindi language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

Joint venture, consortium, are not allowed to participate in the bid. Only manufacturers or authorized dealers of the manufacturer shall participate in the tender.

7. Notices

Any Notice given by one party to the other pursuant to the Contract shall be in writing. The term "in writing" means communicated in written form with proof of receipt.

A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8. Jurisdiction

For all legal matters Jurisdiction shall be Bengaluru only.

9. Scope of Supply

The Chemicals to control Odour and Fliesto be supplied shall be as per Schedule of Supply mentioned in the bid document

Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Chemicals to control Odour and Fliesas if such items were expressly mentioned in the Contract.

10. Delivery

The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion at BBMP

11. Supplier's Responsibilities

The Supplier shall supply all the Chemicals to control Odour and Fliesincluded in the Scope of Supply in accordance with Delivery and Completion Schedule.

12. Contract Price

Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

13. Terms of Payment

14. The Supplier's request for monthly payment shall be made to BBMP in writing, accompanied by invoices describing, as appropriate, the EM Bio-Cultures (Activated EM Solution, Environ & Bokashi Powder) for fast decomposition of leachate, wet waste and to control odour and flies).delivered and Related Services performed, and by the documents submitted pursuant upon fulfillment of all the obligations stipulated in the Contract.

Payments shall be made promptly by BBMP, no later than sixty (60) days after submission

15. Taxes and Duties

For Tools &equipment supplied, the Supplier shall be entirely responsible for all taxes, duties, license Insurance fees, etc., incurred until delivery of the contracted tools &equipment to BBMP.

16. Performance Security

Within 15 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 36 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser or

b) A crossed demand draft or pay order drawn in favor of the Purchaser.; or

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of

completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

17. Copyright

The copyright in all documents, and other materials containing data and information furnished to BBMP by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to BBMP directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

18. Confidential Information

BBMP and the supplier shall not misuse documents, data, and other information received from the Supplier for any purposes related to the Contract.

19. Subcontracting

The Supplier is not allowed to subcontract.

20. Specifications and Standards

Technical Specifications

The Supplier shall ensure that the Chemicals to control Odour and Fliescomply with the technical specifications and other provisions of the Contract. The Chemicals to control Odour and Fliessupplied under this Contract shall confirm to the standards mentioned Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

21. Packing and Documents

The Supplier shall provide such packing of the as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any and in any other instructions ordered by BBMP.

22. Insurance

The supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The supplier has to do transit insurance of all the equipment and vehicles up to BBMP workshop/store.

23. Transportation

Transportation of the Goods shall be in accordance with the Schedule ofSupply.

24. Inspections and Tests

The Successful Bidder shall carry out all tests and/or inspections of the Personnel Protection Equipment's s by Govt. Authorized Quality inspection agencies/ BBMP designated Agency.

The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the final destination of the , if conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to BBMP.

BBMP designated representative shall be entitled to attend the tests and/or inspections.

Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to BBMP. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable BBMP its designated representative to attend the test and/or inspection.

BBMP may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide BBMP with a report of the results of any such test and/or inspection.

BBMP may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to BBMP, and shall repeat the test and/or inspection, at no cost to BBMP.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by BBMP its representative, nor the issue of any report pursuant shall release the Supplier from any warranties under the Contract.

25. Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, BBMP may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, BBMP may terminate the Contract.

26. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal conditions.

The warranty shall remain valid for 3 months.

BBMP shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof arising under this warranty.

Upon receipt of such notice, the Supplier shall, **within the period specified in the SCC,** and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 24 months.

If the Supplier, having been notified, fails to remedy the defect(s) **within the period specified in the SCC,** BBMP may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the BBMP may have against the Supplier under the Contract.

27. Limitation of Liability

Except in cases of gross negligence or willful misconduct:

Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to BBMP; and

a) The aggregate liability of the Supplier to BBMP, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify BBMP with respect to patent infringement.

28. Force Majeure

The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of BBMP in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify BBMP in writing of such condition and the cause thereof.

29. Extension of Time

If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify BBMP in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, BBMP shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment.

Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the

Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

30. Termination

Termination for Default

a) BBMP, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

   i. If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by BBMP.

   ii. If the Supplier fails to perform any other obligation under the Contract.

b) In the event BBMP terminates the Contract in whole or in part, BBMP may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to BBMP for any additional costs for such similar Goods or Related Services.

c) If the Supplier, in the judgment of BBMP has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.

Termination for Insolvency

BBMP may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BBMP.

Termination for Convenience

a) BBMP, by Notice sent to the Supplier, may terminate the Contract, in whom i.e., or in part, at a time for its convenience. The Notice of termination shall specify that termination be for BBMP convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

31. Assignment

Neither BBMP nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Sl. No.	Special Conditions of Contract
1	Upon delivery of the , the Supplier shall notify BBMP and send the following documents to BBMP: 3 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (a) Manufacturer's or Supplier's warranty certificate; (b) Inspection certificate issued by the Government / nominated inspection agency by BBMP, and the Supplier's factory inspection report; and (c) Certificate of origin. (d) Receipt of Goods from the authorized officer by Commissioner of BBMP along with details of stock entry in BBMP. (e) Physical inspection report of authorized officer of BBMP.
2	The prices shall be fixed. No price adjustments shall be paid.
3	Third party inspection by Govt. Authorized Quality inspection agencies will be done.
4	Payment of the Contract Price shall be made in the following manner (a)On Receipt: The Purchaser shall pay the Successful bidder 100 percent of the capital Price after supply of the all to BBMP. (b) Inspection charges: The third-party inspection charges should be paid by the bidder.
5	The currencies for payments shall be Rupees (INR)
6	The BBMP shall not be responsible for any of the taxes, duties and levies imposed on supplier.
7	The Supplier shall provide a Performance Security of 3%

	of the Contract Price. The Performance Security shall be denominated in Indian Rupees only.
8	The types of acceptable Performance Securities are: A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the BBMP or crossed demand draft or pay order drawn in favour of the BBMP
9	Discharge of Performance Security shall take place: 5% performance security will be released at the end of warranty period of the Chemicals to control Odour and Flies
10	The packing, marking and documentation within and outside the packages shall be as mutually agreed between the Purchaser and Supplier prior to delivery of the (Chemicals to control Odour and Flies)
11	The insurance coverage shall be in accordance with: The Supplier will insure the Safety Chemicals to control Odour and Fliesin an amount equal to 100 percent of the price of the Safety Chemicals to control Odour and Fliesfrom "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes. The bidder should supply the vehicles and equipment's with transit insurance up to BBMP workshop/site. Further
12	Obligations for transportation of the Goods shall be on the supplier.
13	(a)The Supplier, Purchaser and Third Party from the Government or as appointed by BBMP may jointly conduct inspections and testing of the Goods at Supplier Place before delivery to BBMP prior to issuance of the authorization for delivery by the BBMP. All costs involved in arranging and performing of such inspections and tests shall be borne by the Supplier. (b)The Supplier, BBMP shall jointly conduct final inspections and testing of the after delivery to prior to acceptance of the Safety (Chemicals to control Odour and Flies).
14	Tests and Inspections shall be carried out at the specified times or milestones, and places as specified Schedule of

	Supply.
15	The BBMP may require witnessing, prior to award of contract, the demonstration at any of the site where the bidder had claimed for experience. The bidder has to make necessary arrangements for such demonstration at the selected site.
16	The liquidated damage shall be: 0.75% of contract value per week ity
17	The maximum amount of liquidated damages shall be: 10% of the contract price
18	The amount of aggregate liability shall be: Equal to contract price

SECTION VIII - CONTRACT FORMS

ANNEXURE 1- PERFORMANCE SECURITY

Invitation for Bid No.: _____ Date: (Insert date)

To,
Executive Engineer,
Dasarahalli Zone,
MEI Layout, Hesaraghatta Main road
Bengaluru-560073

WHEREAS [insert complete name of Supplier] (hereinafter "the Supplier") has undertaken, pursuant to Contract No. [Insert number] dated [insert day and month], [insert year] to supply [brief description of the Chemicals to control Odour and Flies(hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [insert currency or currencies and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of

[insert currency or currencies and amount of guarantee in words and figures] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. -

This security is valid until the [insert day, month, and year]. **Name [insert complete name of person signing the Security]**

In the capacity of [insert legal capacity of person signing the Security]

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal and complete name of Guarantor] Date [insert date of signing]

ANNEXURE 2 - STRUCTURE AND ORGANIZATION

DETAILS OF ORAGANISATION OF MANUFACTURERS / APPROVED DEALERS/ CONSORTIUM TO BE SUBMITTED

1. (a) Name:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Package:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number/mobile number:

   (f) E-Mail Address:

   (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Phone Number:

   (e) Fax Number:

5. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the Members of the Consortium.

   (b) A copy of the Memorandum of Understanding, as envisaged in **Clause 2.2.11 found. Should** be attached to the Bid.

   (c) Information regarding role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.11 Error: Reference source not found}
1.		
2.		

* *Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member*.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (DBOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Signature of the Applicant

Seal:

ANNEXURE 3 - KEY PERSONNEL

Details of key technical and Administrative Personnel with the applicant and those that would be assigned to the work.

A.	Details of the Board of Directors / Partners		
	a)	Name of the Director / partner	
	b)	Organization	
	c)	Address	
	d)	Remarks	
B.	Key Technical and administrative personnel / Authorized signatory		
	a)	Individual’s name	
	b)	Qualifications	
	a)	Present position of office	
	b)	Professional experience and details of works carried out	
	a)	Year with the applicant	
	b)	How the individual would be involved in the contract	
C.	Remarks.		

Signature of the Applicant

Seal:

ANNEXURE 4

A Details of related works completed for the last three years

1	Name of work	
2	Order placed by (Full address of Purchaser)	
3	Order No and date	
4	Total tendered cost of work	
5	Brief description of related works including principal features and quantities of main items	
6	Period of completion	
	a) Originally stipulated time limit	
	b) Extended time limit	
	c) Actual time taken to complete of work in stipulated time limit / extended time limit	
	d) Reasons for non- completion of work in stipulated time limit /extended time limit	
7	Name of applicants Engineer –in charge of the work	
8	Were there any penalties /fines /stop notices /compensations/ liquidated damages imposed? (yes/No)(if yes, give amount and explanation)	

Signature of the Applicant

B. Format for Certificate of Experience:

(On the Letterhead of the Concerned Agency)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that _____ (name of the Bidder(s) has carried out the following activities as part of its services towards supply of Chemicals to control Odour and Fliesduring the period _____ and _____/carried out the supply of _____Kg/Ltrs ofChemicals to control Odour and Flies

The details are as listed below:

i. Number of Safety Chemicals to control Odour and Fliessupplied

ii. Number of supplies of Safety Chemicals to control Odour and Flies

This certificate is being issued to be produced before Bruhat Bengaluru Mahanagara Palike ("BBMP"), for the Project Supply ofChemicals to control Odour and FliesDoddabidarakallu MSW Processing Plant,BBMP.

Signature and Seal of the
Authorized Signatory of the Agency

ANNEXURE 5 - FINANCIAL STATEMENT
INFORMATION REGARDING FINANCIAL STANDING OF THE APPLICANT.

(In Rs.)

Bidder type	Annual Turnover of last five years				
	Year 1	Year 2	Year 3	Year 4	Year 5
Single entity Bidder/ Lead Member					
Other Member of Consortium					
Total					

Name & address of Bidder's Bankers:

Any Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

Instructions:

1. Bidder shall submit the Turnover details.
2. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for the latest financial year preceding the Bid Due Date. The financial statements shall:
   (a) Reflect the financial situation of the Bidder or Consortium Members;
   (b) Be audited by a statutory auditor/chartered accountant in case of individuals, registered sole proprietorship firm and registered partnership firm;
   (c) Be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Year 1 shall be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (Three) months of the close of the latest financial year.

4. The Bidder shall provide a Statutory Auditor's Certificate/Chartered Accountant specifying the Turnover of the Bidder and also specifying the methodology adopted for calculating such net worth/turnover in the format given below.

5. For the purpose of the RFP, Annual Turnover shall mean:

   The total revenues as indicated in the audited annual statements.

6. Experience (Technical Capacity and Financial Capacity) of only the Bidder(s)/Members of consortium would be considered shall be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

The Bidder shall provide an Auditor's Certificate specifying the turnover of the Bidder and also specifying the methodology adopted for calculating such turnover.

Signature of the Applicant

Seal:

ANNEXURE 6 - LIST SHOWING RELATIVE OF THE APPLICANT WORKING IN BBMP

Sl. No.	Name of Employee	Relationship with the applicant	Name of the Relation who are near relatives to Officers mentioned in col. 2	Remarks
(1)	(2)	(3)	(4)	(5)

Signature of the Applicant

ANNEXURE 7 - INFORMATION REGARDING ANTI-BLACKLISTING -AFFIDAVIT

(On a Stamp Paper of value of Rs.100)

I, M/s. ……. (Single Business Entity / Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Bruhat Bengaluru Mahanagara Palike ("BBMP") / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / urban local body / agency in India from participating in bidding process, either individually or as member of a Consortium as on the _____(Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ……..Day of ……., 20….

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person
To be executed separately by all the Members in case of Consortium

[Notary Seal and Signature]

ANNEXURE 8: POWER OF ATTORNEY FOR SIGNING OF BID

(On a Stamp Paper of value of Rs.100)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in respect of the Assignment provided in Letter of Bid for Supply of Chemicals to control Odour and Flies in Doddabidarakallu MSW Processing Plant.

(hereinafter referred to as BBMP) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority , representing us in all matters before the Authority , signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or cause

ed to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2....

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE 9: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of value of Rs.100)

Whereas the Bruhat Bengaluru Mahanagara Palike ("BBMP") has invited Bids from interested parties for Supply of Chemicals to control Odour and Flies in Doddabidarakallu MSW Processing Plant. ("the Assignment").

Whereas, ..., ..., and ..... (Collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is

awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignment and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....20__

For _____
(Name & Title)
For _____
(Name & Title)
For _____ (Name & Title)

Witnesses:
1
2

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the*

same should be under common seal affixed in accordance with the required procedure.

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE 10 - ADDITIONAL INFORMATION

Please and any further information, which the applicant considers necessary in regard to the capabilities.

(Please give a brief a brief note indicating why the applicant considers himself eligible for prequalification for the work.)

Signature of the Applicant

SECTION IX Price BID

To be filled online only

Name of work: Supply of Chemicals to control Odour and Flies in Doddabidarakallu MSW Processing Plant.

Component – 1:

Sl. No	Description of items	Chemical Composition	unit	Qty required per month	Qty required per year	Rate per Unit including GST 18%	Amount per Year in Rs.

1	Malathion	Malathion Tech – 52.8% w/w Emulsifer – 5 % w/w Stabilizer – 1.0 % w/w Polyoxy ethylene ether Aromex- 41.2 %	Ltrs	80	960	837.8	804288.00
2	Crux Thiamethoxam 25% WG Broad spectrum Insectiside	Thiamethoxam 25% w/w Sodium Lignosulphate-5% w/w Sodium Layryl sulphate-3.75% w/w Plasticiser Butylated polyvinyl pyrrolidine-1.25% w/w carrier Diatomaceous earth- 5% w/w Binder corn Starch-60% w/w	Kg	01	12	5900	70800.00
3	Premises Imidacloprid 30.5%	Imidacloprid 30.5% M/M Ethoxylated derivative of styrylated phenols-1.5% M/M Ethoxylated Polymethacrylate in propylene glycol and water- 4.5% M/M Trihydroxy propane- 10% M/M Xanthane Gum 13.0% M/M Phenyl methoxy methanol- 1 % Blend of methyl isothiozolone-1%	Ltrs	12	120	5711.2	685344.00
4	Lethal Chlorpyriphe	Chlorpyriphes Technical- 21.5%	Ltr	60	720	1180	849600.0

	s 20% EC	w/w Emulsifiers- 6% w/w Solvent(Aromex)- 72.5%	s				0
5	Saphaer (Propoxare 20% EC)	Propoxur - 20% EC w/w Emulsifer - 20% w/w Dimethyl Formamide - 12% w/w Monochloro Benzene - 48% w/w	Ltr s	25	300	2301	690300.00
6	Champa Agarabathi Compound	Champa ST Perfumary compound composition, mixture of Aromatic chemicals and essential oils.	Ltr s	20	240	2183	523920.00
	Sub Total						3624252.00
	Miscellaneous and rounding off						748.00
	Grand Total						**3625000.00**
	Supply of Chemicals to control Odour and Flies in Doddabidarakallu MSW Processing Plant. inclusive of third-party inspection charges & all applicable taxes inclusive of GST etc [Supply includes Safety Tools and Equipment along with Transportation& Service Charges]						

Note: In case of discrepancy between unit price and total price, the unit price will prevail.

Total tender price in Rs. (Words).....

Signature of Tenderer .....

Name and address: .....